

**RESOLUTION 25 - 03, 2025**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING ADMINISTRATOR TO ENTER INTO AGREEMENT FOR THE SALE OF  
REAL ESTATE FOR PUBLIC PURPOSES AT 6896 MURRAY AVENUE,  
DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Columbia Township Board of Trustees seeks to revitalize the Plainville Business District – to benefit the Madison Place historic neighborhood - through economic development tools including redeveloping vacant and underutilized properties; and

**WHEREAS**, specifically, the Township’s plan is to revitalize the District, which also functions as the Township’s “Downtown,” by bringing underutilized properties into its public inventory so that the Township, as owner, can actively attract new investment, facilitate increased services at a better quality, and boost patronage and tourism more than the current and former passive uses at certain properties; and

**WHEREAS**, in 2022 the Township purchased 6896 Murray Ave. (“Property”) which is zoned Retail, but was being used for a 2-person office and apartment, for adaptive reuse into an active space with greater vitality that would be complimentary to the Madison Place neighborhood as a people-oriented destination; and

**WHEREAS**, the Township believed that the Property was feasible for redevelopment into retail, including but not limited to a restaurant. The building is in excellent shape, has excellent visibility, and sufficient parking. It fronts Murray Ave. which is highly visible from Mariemont and faces the final segment (to be built) of Murray Path which will connect the Little Miami Scenic Trail to the Cincinnati CROWN. The Property also is near the vacant Firehouse which the Township is redeveloping into a mixed-use community and government services center; and

**WHEREAS**, after the Township’s purchase, the prior owner leased the Property through 2023, and then the Township engaged Lee & Associates, a top-ranked retail brokerage (“Broker”), to market the Property for lease or sale. The Township also engaged Alloy Development to issue countywide RFPs so that prospective entrepreneurs, partnerships, or businesses could propose restaurant, retail, or community-oriented uses to create an active destination location; and

**WHEREAS**, the Property attracted numerous prospective small businesses and letters of interest. The Township chose not to rush the selection and hold out for a people-oriented retailer that had often been suggested by residents, nearby business owners, and in the Yard & Company place-making study. The most popular suggested use was a small restaurant/deli/bar/diner; and

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**WHEREAS**, in 2024, a highly experienced restaurant operator engaged with the Broker, Alloy, and Township administration and conducted extensive due diligence on the feasibility of the property for the proposed use and business experience of the prospective owner. The proposed use is a full-service deli/butcher/wine bar/restaurant/larder. The group agreed the proposal is the highest and best use for the Property; and

**WHEREAS**, the restaurant operator has requested to purchase the Property, and the Township Administrator recommends that the Board of Trustees approve the Property sale as detailed in the attached Purchase and Sale Agreement; and

**WHEREAS**, such property may be sold for the public purposes and uses envisioned and outlined by the Township under the Township's limited home rule power and Ohio Revised Code including, but not limited to, R.C. 505.10, 505.26, 505.261, 505.262, 505.80, 511.11, and 5571.02

**NOW THEREFORE, BE IT RESOLVED** by the Board of Township Trustees, Columbia Township, that the Administrator is hereby authorized to enter into the attached Agreement to sell 6896 Murray Ave. to J3B LLC for \$400,000 (minus closing costs) and to take all actions necessary to accomplish such purchase. This is the same price as the Township paid for the Property.

**BE IT FURTHER RESOLVED** by the Trustees of Columbia Township upon majority vote do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**BE IT FINALLY RESOLVED** by the Trustees of Columbia Township, upon unanimous vote, hereby declare this Resolution to be an emergency measure necessary for the preservation of the public peace, health, and welfare of the Township; the reason for the emergency is the immediate need to sell the Property to secure a highly desirable new retail/restaurant small business so the Township can accomplish the numerous public purposes outlined above.

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Motion to accept Resolution made by: MR. KUBICKI

Seconded by: MR. BROKAMP

**VOTE:**

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>YES</u>	<u>[Signature]</u>	01-14-2025
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	01-14-2025
Steve Brokamp, Trustee	<u>yes</u>	<u>[Signature]</u>	01-14-2025
ATTEST:		<u>[Signature]</u> Caroline Heekin, Fiscal Officer	01-14-2025

See attached Purchase and Sale Agreement

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as defined in Section 22 below), by and between **BOARD OF TOWNSHIP TRUSTEES, COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO** (collectively, "Seller"), and **J3B, LLC**, an Ohio limited liability company (collectively "Buyer").

### RECITALS

Buyer wishes to purchase the Property (as hereinafter defined) from Seller, and Seller wishes to sell the Property to Buyer.

In consideration of the mutual agreements herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller, on the following terms and conditions:

1. **Agreement of Purchase and Sale.** Seller agrees to sell and convey the Property, and Buyer agrees to purchase the Property for the price and in accordance with the terms and provisions contained in this Agreement, all in reliance upon the representations, warranties, covenants and agreements of the parties contained below.

2. **Property.** The term "Property" shall include all of the following:

2.1. The real estate located at 6896 Murray Avenue, Cincinnati, Ohio 45227, identified as Hamilton County, Ohio Auditor's Parcel # 520-0171-0215-00, containing approximately 0.153 acres, and more particularly described on the attached Exhibit A (the "Land");

2.2 all improvements on the Land, and all appurtenant rights, privileges, easements, fixtures associated with the Land; and

2.3 all of the following items, if as of the Effective Date, they are on the Land and used in connection therewith, all of which Seller certifies that Seller owns and will be free and clear of any mortgages, liens and encumbrances (other than any mortgages, liens or encumbrances which will be released at Closing) and will be operational on the date of Closing: electrical, plumbing, heating, air-conditioning equipment, air cleaners, humidifiers, bathroom fixtures, shades, draperies, awnings, curtain/drapery rods, window/door screens, storm windows/doors, shrubbery/landscaping, affixed mirrors, floor coverings, wall-to-wall carpeting, water softeners, water purifiers, garage door openers/operating devices, range, ovens, stoves, dishwashers, garbage disposers, trash compactors, all security alarm systems and controls, and all other affixed or built in furniture and/or fixtures associated with the Land.

3. **Purchase Price.** The purchase price ("Purchase Price") to be paid to Seller for the sale of the Property to Buyer as provided for herein shall be **\$400,000.00**, subject to credits, adjustments and prorations set forth below. At Closing, Buyer shall pay to Seller, by wire transfer



of current funds, the Purchase Price, subject to credits, adjustment and prorations as hereinafter provided and subject to all of the terms and conditions contained herein.

4. **Adjustments.** The following items shall be debited or credited (as applicable) against the Purchase Price at Closing, unless otherwise so provided:

4.1. Real estate taxes and installments of assessments for the Property for the year in which the Closing takes place shall be prorated between the Seller and the Buyer as of the Closing Date based on relevant bills most recently received therefor, which proration shall be final. Buyer shall be given a credit toward the Purchase Price in the amount of such proration. For purposes of such proration, Seller shall be deemed the owner of the Property through the date immediately preceding the Closing Date, and Buyer shall be deemed the owner of the Property on and from the Closing Date. At Closing, and out of the proceeds to be received by Seller from the sale and purchase of the Property hereunder, Seller shall pay in full any and all real estate taxes and installments of assessments which are unpaid for any previous year.

4.2. Seller shall cause any mortgage, lien, or other encumbrance of a monetary nature affecting the Property (other than non-delinquent real estate taxes and installments of assessments) to be paid in full at Closing out of the Seller's sale proceeds.

4.3. Seller shall be liable for the payment of all utility bills and other expenses attributable to the period of Seller's ownership of the Property. Seller shall cause the utility meters serving the Property to be read as soon as possible after Closing. Buyer shall establish accounts for such utilities in its name as soon as possible after Closing.

5. **Closing Costs.** Seller shall pay (1) the costs, if any, of curing Buyer's objections to the status of title and recording any curative title documents, if Seller has elected to cure, (2) the costs of satisfying and releasing any liens or mortgages on the Property, (3) the cost of issuing a title commitment, (4) any transfer tax or conveyance fee due upon the sale of the Property, (5) the costs of preparing the Deed, (6) one-half of the fee of the Title Company for acting as closing and escrow agent, and (7) Seller's attorney's fees. Buyer shall pay (1) costs of the premium that Buyer may require for any title insurance policy, (2) the costs of Buyer's due diligence investigations, (3) the costs of any environmental site assessments required by Buyer, (4) the costs of any survey required by Buyer, (5) one-half of the fee of the Title Company for acting as closing and escrow agent, (6) the costs of recording the deed, and (7) Buyer's attorneys' fees. Any other costs and charges incurred by Buyer or Seller in connection with this Agreement shall be paid in accordance with the custom in Hamilton County, Ohio.

6. **Deed.** At Closing (as defined below), Seller shall convey title to the Property to Buyer by deed of limited warranty in recordable form (the "Deed"), subject to legal highways, zoning ordinances, non-delinquent real estate taxes and installments of assessments, easements, covenants, conditions, reservations and restrictions of record, the rights of tenants in possession (as disclosed by Seller to Buyer), matters disclosed by that certain ALTA/NSPS land/ title survey of the Property prepared by JMA Consultants, Inc. and dated June 28, 2022 and identified as Job No. 4337 (the "Seller's Survey"), and all other Permitted Exceptions. Buyer acknowledges and agrees to the stipulations laid out in the **Deed Restriction ("Exhibit B")** attached hereto.

7. **Closing.** The closing ("Closing") of the transaction contemplated hereby shall take place at the offices of the Title Company (or in escrow through the Title Company) on the date which is the thirtieth (30<sup>th</sup>) day following the end of the Inspection Period ("Closing Date"), or at such earlier time as Buyer and Seller shall mutually agree in writing. In the event the Closing has not occurred on or before 11:59 p.m. on the day that is the thirtieth (30<sup>th</sup>) day following the end of the Inspection Period, this Agreement shall be subject to the provisions of Section 17 below. Seller shall deliver possession to Buyer at Closing.

8. **Deliveries at Closing.** At Closing and upon payment of the Purchase Price, Seller shall execute and deliver (a) the Deed in proper form for recording, duly executed, and acknowledged, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions, and (b) an owner's affidavit, non-foreign affidavit, and such further instruments of conveyance and other documents as may reasonably be required by the Title Company in order to consummate the transactions contemplated herein. At Closing, Buyer shall pay the full Purchase Price (subject to the prorations and adjustments required hereunder) and shall execute and deliver such other documents as the Title Company may reasonably request to effect the transactions contemplated by this Agreement.

9. **Commissions.** Buyer and Seller, respectively, each represents to the other that it has not contacted, contracted with, or entered into any agreement with any real estate broker or agent in connection with the sale of the Property, other than Molly Hoffman with Lee & Associates ("Seller's Broker") and it has not taken any action which might result in any other real estate broker's fees, finder's fees, or other commissions ("Other Commissions") being due or payable in connection with this transaction. Seller to pay real estate commission pursuant to a separate written agreement.

10. **Inspections; Inspection Period.**

(A) Within three (3) business days of the Effective Date, to the extent within Seller's actual and ready possession, Seller shall provide Buyer with access to or copies of the Seller's Survey, the commitment for title insurance pertaining to the Property issued by Old Republic National Title Insurance Company dated June 8, 2022 at 8:59 AM and identified as Commitment No. CIN-22-0111-OR (the "Seller's Commitment"), and that certain Phase II Limited Subsurface Investigation & Asbestos Inspection Report issued by Patriot Engineering and Environmental, Inc. for the Property and dated July 12, 2022 (the "Seller's Phase II"), any and all leases or contracts affecting the Property. Seller makes no warranties, express or implied, regarding the accuracy or completeness of such records or information. Buyer shall have a period of thirty (30) calendar days ("Inspection Period"), commencing on the Effective Date, within which to physically inspect the Property, check the zoning and permitted uses of the Property, take soil and groundwater samples, perform environmental testing that Buyer determines is necessary, and, in general, conduct its due diligence related thereto (subject to the requirements of Section 14.1 below). Buyer and Buyer's authorized representatives shall have the right to reasonable access to the Property at reasonable times during the Inspection Period for the purpose of inspecting the Property and otherwise conducting its due diligence review of the Property and/or obtaining a new or updated Survey under Section 12 below. Notwithstanding any of the foregoing to the contrary, Buyer shall not perform any invasive testing at Property without Seller's prior

written consent, not to be unreasonably delayed, conditioned, or withheld. Buyer shall defend, indemnify and hold Seller harmless from any damages, liabilities, or claims for property damage or personal injury caused by Buyer, its employees, agents, and contractors, in the conduct of such inspections and investigations other than pre-existing conditions merely discovered by Buyer or its employees, agents or contractors. Buyer's obligations under the preceding sentence shall survive the Closing or any prior termination of this Agreement. Seller shall reasonably cooperate with Buyer in facilitating such inspections. If Buyer is unsatisfied with any inspections obtained or due diligence performed under this Section 10, Buyer shall provide written notice to Seller prior to 11:59 p.m. EST on the last day of the Inspection Period. Upon delivery of the notice outlined in the prior sentence, Buyer and Seller shall have five (5) business days to reach a written agreement regarding how Seller shall remedy any inspection or due diligence items which are unsatisfactory to Buyer. If an agreement regarding how Seller shall remedy any inspection items which are unsatisfactory to Buyer is not reached within the 5 business day period stated in the prior sentence, Buyer may elect by written notice to Seller either (a) to proceed to the Closing, or (b) to terminate this Agreement by providing written notice of termination to Seller and Title Company. Upon termination of this Agreement by Buyer under this Section 10, the parties shall have no further rights or obligations hereunder. Buyer may terminate this Agreement for any reason or no reason at all, in Buyer's sole discretion, during the Inspection Period.

(B) If, during the Inspection Period, Hamilton County Planning + Development determines that Buyer's intended use for the Property will require more parking than the Property can accommodate and Buyer cannot otherwise obtain a parking variance, then the Seller and Buyer shall reasonably cooperate to negotiate a parking license agreement for Buyer to satisfy such parking requirements prior to the Closing.

(C) If, during the Inspection Period, Buyer discovers through its own environmental invasive (or non-invasive) inspections, that an environmental condition exists such that (i) it was not identified in Seller's Phase II, (ii) remediation is required to permit Buyer's intended use on the Property, and (iii) such remediation exceeds the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (a "Major Environmental Matter"), then Seller will agree to split (50/50) the cost of remediation for such Major Environmental Matter in the following manner: (a) Buyer will be responsible for the first Ten Thousand and 00/100 Dollars (\$10,000.00) and (b) then Seller will contribute half the cost of the remediation up to a total contribution amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). By means of example, if remediation of a Major Environmental Matter is projected to cost Sixty Thousand and 00/100 Dollars (\$60,000.00), then Buyer will be responsible for Thirty-Five Thousand and 00/100 (\$35,000.00) and Seller will be responsible for Twenty-Five Thousand and 00/100 (\$25,000.00). For the avoidance of doubt, if the cost of remediation is equal to or less than Ten Thousand and 00/100 Dollars (\$10,000.00), such environmental matter shall not be considered a Major Environmental Matter for purposes of this section. Furthermore, if the cost to remediate a Major Environmental Matter exceeds Sixty-Thousand and 00/100 Dollars (\$60,000.00), Seller's obligation to contribute shall be capped at Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

## 11. Title.

11.1. During the Inspection Period, Buyer shall have the right to obtain a

commitment, at Seller's cost, for an Owner's Policy of Title Insurance, and if required by Buyer's lender, a Lender's Policy of Title Insurance (the "Commitment"), issued by Mission Title, LLC, an Ohio limited liability company licensed to issue title insurance within the State of Ohio (the "Title Company"), setting forth the matters (the "Title Exceptions") that the Title Company determines affect title to Property, and (ii) copies of all instruments that create or evidence Title Exceptions, including those described in Schedule B and Schedule C of the Title Commitment.

11.2. Under the Title Commitment, the Title Company shall commit to issue to Buyer an ALTA Owner's Policy in the amount of the Purchase Price, insuring in favor of Buyer marketable fee simple title to the Property, and if required by Buyer's Lender, an ALTA Lender's Policy of title insurance, insuring in favor of Buyer's lender its mortgage lien in and to the Property in the face amount of such mortgage, subject only to the following "Permitted Exceptions": (i) all legal highways; (ii) zoning, building and other laws, ordinances, codes and regulations; (iii) matters disclosed by the Survey pursuant to Section 12, below; (iv) easements, rights-of-way, conditions, covenants and restrictions of record, to the extent that those easements, rights-of-way, conditions, covenants and restrictions do not interfere with, obstruct, or otherwise impair Buyer's proposed use of the Property, and (v) real estate taxes that are a lien on the Property, but not yet due and payable.

11.3. Buyer will have until 11:59 p.m. on the last day of the Inspection Period in which to give written notice to Seller regarding any Title Exceptions that Buyer would like remedied by Seller ("Title Objections"), if any; provided, however, Buyer shall not be obligated to provide Seller with notice that Buyer will require Seller to remedy, at Seller's sole expense, any monetary liens caused by either Seller or either Seller's authorized agents in the nature of mortgage or mechanic's liens or similar liens ("Monetary Liens") as a part of the Closing.

11.4. If Buyer timely notifies Seller in writing of Title Objections under Section 11.3 above, Seller will, within five (5) business days after Seller's receipt of Buyer's notice (the "Title Cure Period"), notify Buyer in writing that Seller will either remedy and/or satisfy the Title Objections at Seller's sole cost and expense, or that Seller cannot or will not remedy and/or satisfy certain Title Objections at Seller's expense; provided, however, Seller shall be affirmatively obligated to cure, remedy, satisfy and, at Seller's sole expense, any Monetary Liens in all cases at or prior to Closing. Failure by Seller to timely respond shall be deemed Seller's decision not to cure any Title Objections. If Seller elects not to remedy and/or satisfy any of the Title Objections within the Title Cure Period, Buyer has the option, for a period of five (5) business days after expiration of the Title Cure Period to either: (i) waive the unsatisfied Title Objections, in which event the unsatisfied Title Objections will become Permitted Exceptions (as defined above), and proceed to the Closing, or (ii) terminate this Agreement by providing written notice of termination to Seller and the Title Company. Upon termination of this Agreement by Buyer under this Section 11.4, the parties shall have no further rights or obligations hereunder.

11.5. At the Closing, if ever, Title Company shall issue any owner's or lender's title insurance policies requested by Buyer or required by Buyer's lender.

## 12. Survey.



12.1. During the Inspection Period, Buyer may, at its sole cost and expense, procure a obtain a survey (the "Survey") and/or a metes and bounds description of the Property prepared by a registered land surveyor or engineer, licensed in the State of Ohio, which may contain, at Buyer's option any and all of the certifications and minimum standard details required for land surveys most recently adopted by the ALTA/ACSM and/or all Table A specifications identified by Buyer. If the Survey discloses conditions that adversely affect Buyer's Proposed Use of the Property (collectively, "Survey Defects"), Buyer shall deliver written notice to Seller of said Survey Defects prior to 11:59 p.m. on the last day of the Inspection Period.

12.2. If Buyer timely notifies Seller in writing of any Survey Defects under Section 12.1 above, Seller will, within five (5) business days after Seller's receipt of Buyer's notice (the "Survey Cure Period"), notify Buyer in writing that Seller will either remedy/satisfy the Survey Defects at Seller's sole cost and expense, or that Seller cannot or will not remedy/satisfy certain Survey Defects at Seller's expense. Failure by Seller to timely respond shall be deemed Seller's decision not to remedy/satisfy any Survey Defects. If Seller elects not to remedy/satisfy any of the Survey Defects within the Survey Cure Period, Buyer has the option, for a period of five (5) business days after expiration of the Survey Cure Period to either: (i) waive the unsatisfied Survey Defects and proceed to the Closing, or (ii) terminate this Agreement by providing written notice of termination to Seller and the Title Company. Upon termination of this Agreement by Buyer under this Section 12.2, the parties shall have no further rights or obligations hereunder.

13. **Intentionally Omitted.**

14. **Seller's Covenants.** Seller covenants and agrees that from and after the date of full execution of this Agreement and until the earlier of date of Closing or earlier termination of this Agreement:

14.1. Subject to the requirements of Section 10 above, Seller shall allow Buyer and its agents and consultants, reasonable access to the Property during business hours for the purpose of conducting inspections and investigations. Such access may be exercised by Buyer or by agents of or consultants to Buyer on Buyer's behalf. After completion of its inspection, Buyer shall restore any disruption of the physical elements of the Property caused by Buyer's or its agents' inspections, ordinary wear and tear excepted.

14.2. Seller will (i) maintain its current insurance for the Property in full force and effect through the Closing Date, and (ii) bear the risk of loss to the Property, through the hour of Closing. Seller shall not knowingly take any other action which would cause any representation, warranty, or covenant set out herein to be untrue as of Closing without Buyer's prior written consent.

14.3. Through the Closing Date, Seller shall operate the Property in the same manner as before the making of this Agreement. Seller shall maintain the Property between the date of this Agreement and the date of Closing in the same condition and shall do all things necessary to preserve the Property in the same condition as it is as of the date hereof, normal wear and tear excepted. Seller shall not take, or fail to take, any action with respect to the Property during such period which is inconsistent with the actions taken by Seller with respect to the Property immediately prior to the date hereof.

14.4. Seller shall not engage in or permit any sale, assignment, disposition, easement, or encumbrance of the Property or any part thereof without obtaining Buyer's prior written consent.

15. **Representations and Warranties.** Seller warrants and represents, to Seller's actual knowledge, as follows as of the date of this Agreement and as of the Closing Date and where indicated covenants and agrees as follows:

15.1. Seller is duly organized, validly existing, and in good standing under the laws of the State of Ohio, has full power and authority to enter into and perform this Agreement in accordance with its terms, and the person executing this Agreement on behalf of Seller has been duly authorized to do so;

15.2. To Seller's knowledge, there is no litigation or proceeding pending or threatened against Seller relating to the Property;

15.3. To Seller's knowledge, no condemnation or eminent domain proceedings are now pending or threatened concerning the Property and Seller has received no written notice or information from any governmental agency or authority concerning any taking which may affect the Property;

15.4. To Seller's knowledge and subject to the conclusions and findings of the Phase 2 Report<sup>1</sup>, the Property is not currently in violation of any federal, state or local environmental or health law, ordinance, regulation, order, no further action letter, covenant not to sue, or institutional control ("Environmental Law"). Seller has received no verbal or written notice from any governmental agency of any investigation or proceeding by such agency concerning the presence or alleged presence of Hazardous Materials on the Property.

15.5. To Seller's knowledge, Seller has received no written notice with respect to any pending or any proposed proceedings which would alter the zoning, nor, to Seller's knowledge, has Seller received any written notice that the current use of the Property does not conform with any applicable zoning codes, ordinances, and regulations;

15.6. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under comparable state statutes which are applicable to this transaction;

15.7. To Seller's knowledge, except as may be indicated in the most recent tax bills for the Property or the title commitment to be obtained by Buyer for the Property, the Property is not subject to any special assessments, impact fees, roll back taxes, or other special taxes, assessments, or fees related to Seller's development or ongoing use of the Property;

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<sup>1</sup> Pursuant to Section 4 (Conclusions) of Seller's Phase II, "there were no chemicals of concerns detected in the soil or groundwater samples collected during this investigation." Further, the Conclusions and Recommendations section of Seller's Phase II states that "[p]ost point-count laboratory analysis revealed that none of the samples collected contained asbestos greater than 1%."

15.8. To Seller's knowledge, Seller has good and marketable title to the Property, and as of the Closing, the Property will be free and clear of all mortgages, liens, leases, tenancies, security interests, covenants conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title, excepting any mortgage which may be extinguished at Closing except as otherwise disclosed on Seller's Title Commitment;

15.9. As of the Effective Date, all aspects of the Property are in good and working order, free from defects as of the date of this Agreement, and shall be in the same condition at Closing as they are on the date hereof, reasonable wear and tear excepted, including, the building façade, roof, foundation and other structural components, asphalt drive, plumbing, electric, HVAC system and components, and any other mechanical systems associated with the Property;

15.10. To Seller's knowledge, the Property is in material compliance with all applicable federal, state and local statutes, laws, ordinances, orders, requirements, rules and regulations, as of the date of this Agreement and the same will be true as of Closing. No notice of violation of any applicable federal, state or local statute, law, ordinance, order, requirement, rule or regulation, or of any covenant, condition, restriction or easement affecting the Property, or with respect to the maintenance, use or occupancy of the Property, has been given to Seller by any governmental authority having jurisdiction over the Property or by any other person entitled to enforce the same; and

15.11. Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, management, repair, maintenance or leasing of the Property, and there are no actual, threatened, or potential mechanic's liens or other claims outstanding or available to any party in connection with the ownership, operation, management, repair, maintenance or leasing of the Property arising out of or related to events occurring prior to Closing.

For the purposes of this Agreement and Seller's representations and warranties set forth herein, "Seller's knowledge" shall be deemed, and be limited to, actual knowledge of Seller of a particular fact or other matter.

16. **Eminent Domain and Casualty.** If, before Closing, any substantial portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access because of a taking or threatened taking by eminent domain, Seller shall, within ten (10) days of such taking, notify Buyer thereof and Buyer shall have the option to (a) terminate this Agreement upon notice to Seller given within ten (10) days after such notice from Seller, in which case the parties shall have no further rights or obligations hereunder, or (b) proceed with the purchase of the Property without reduction in the Purchase Price, in which event Seller shall assign to Buyer all Seller's right, title, and interest in all amounts due or collected by Seller as condemnation awards.

If, prior to the Closing, the Property, or any part thereof, is destroyed or damaged by fire, the elements, or any cause, due to events occurring subsequent to the date of this Agreement, which damage exceeds ten percent (10%) of the Purchase Price of the Property (as reasonably determined by Buyer and Seller), then Buyer may terminate this Agreement by providing written notice to

Seller within ten (10) business days after Buyer has received written notice from Seller of said destruction or damage, in which the parties shall have no further rights or obligations hereunder. If Buyer does not so elect to terminate this Agreement, then the parties shall proceed to Closing, there shall be no reduction to or abatement of the Purchase Price, and Seller shall assign to Buyer the Seller's right, title, and interest in and to all insurance proceeds resulting from said damage or destruction.

17. **Remedies.**

17.1. If Buyer is in breach of this Agreement, Seller's sole remedy hereunder shall be to terminate this Agreement by providing written notice to Buyer, and upon termination under this Section 17.1, the parties shall have no further rights or remedies hereunder.

17.2. If Seller defaults in the performance of Seller's obligations under this Agreement, or if any representation or warranty made by Seller herein proves to be false or misleading in any material respect, then Buyer, as its sole and exclusive remedy hereunder, may elect to terminate this Agreement.

18. **Successors and Assigns.** This Agreement shall be binding upon Buyer and Seller and their respective successors and assigns. Seller acknowledges that Buyer may, at its option, organize an affiliated entity to take title to the Property and Seller agrees that Buyer shall have the right to assign this Agreement to such entity; provided, however, that (i) any such assignment shall not relieve Buyer of its obligations under this Agreement and (ii) Buyer shall provide to Seller written notice of any such assignment at least seven (7) days prior to the Closing Date.

19. **Notices.** All notices, requests, demands, and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or deposited in the United States mail by registered or certified mail, return-receipt requested, postage prepaid, or sent by any nationally recognized overnight delivery service and addressed as set forth below:

If to Buyer:	J3B, LLC Attn: Daniel Souder 3917 Miami Run Cincinnati, Ohio 45227 C: 513-404-5576 <a href="mailto:daniel@pleasantryotr.com">daniel@pleasantryotr.com</a>
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If to Seller:	Board of Township Trustees, Columbia Township, Hamilton County, Ohio Attn: Ms. Melissa Taylor, Township Administrator 5686 Kenwood Road Cincinnati, Ohio C: 513-460-1688 <a href="mailto:melissa@columbiatwp.org">melissa@columbiatwp.org</a>
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With a Copy to: Dinsmore & Shohl LLP  
255 E. Fifth Street, Suite 1900  
Cincinnati, Ohio 45202  
Attn: Bryan E. Pacheco, Esq.

For Title Contact: Mission Title, LLC  
Attn: Robert C. Hassman, Jr., Manager  
2245 Gilbert Avenue, Suite 205  
Cincinnati, Ohio 45206  
rhassman@burnshassmanlaw.com

Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth. Notices sent in compliance with this Section shall be effective (i) upon receipt or refusal if delivered personally, (ii) one (1) business day after depositing with such an overnight courier service, or (iii) three (3) business days after deposit in the mail, if mailed.

20. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Ohio (without regard to its conflicts of laws' provisions). Any claim brought under this Agreement shall be brought in the courts of the State of Ohio located in Hamilton County, and by executing this Agreement each party hereby irrevocably submits to the jurisdiction of said courts.

21. **Entire Agreement.** This Agreement, together with the exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto and supersedes any and all prior and contemporaneous agreements, arrangements, and understandings between the parties. Neither this Agreement nor any provision hereof may be waived, modified, or amended except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

22. **Time; Effective Date.** Time is of the essence in this Agreement, provided that if any date upon which some action, notice, or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice, or response shall not be required until the next succeeding business day. This Agreement shall be effective as of the last date upon which Buyer and Seller have executed this Agreement, as evidenced by the date beside their respective signatures on the signature page (the "Effective Date").

23. **Attorneys' Fees.** In the event of any proceeding between the parties hereto to enforce any of the provisions of this Agreement, the prevailing party in such proceeding shall be entitled to an award of all costs and expenses, including reasonable attorneys' fees. This section shall survive the Closing or a prior termination hereof.

24. **Section 1031 Exchange.** To enable either Buyer or Seller to effect a "like kind" exchange under Section 1031 of the Internal Revenue Code, either party may elect to close this

transaction as a tax-free exchange, and in such event, the other party (at the requesting party's expense) shall cooperate with the electing party in connection with such "like kind" exchange transaction and will execute such documents as are reasonably requested. Notwithstanding the foregoing, if either party elects to effect a "like kind" exchange pursuant to this Section, the electing party shall notify the other party at least fifteen (15) days prior to Closing.

25. **Purchase As-Is.** EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREIN AND/OR THEREON. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, AND SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS," SUBJECT ONLY TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT."

26. **Counterparts.** This Agreement may be signed in one or more counterparts. Counterparts may consist of any combination of either signed originals or copies of signed originals. All counterparts will be considered to be one agreement and will become effective once each party has signed and delivered its counterpart to all other parties. All parties need not sign the same counterpart. Electronic signatures shall be deemed originals for purposes of this Agreement.

27. **Construction.** All of the parties have participated in drafting and negotiating this Agreement. Each party acknowledges that it is sophisticated and, to the extent it deemed necessary, it has retained and been advised by legal counsel and other advisors in connection with the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if it was drafted by all of the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

28. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, administrators, executors, successors, and assigns. Unless otherwise specified herein, the terms of this Agreement and of any amendments hereto shall survive the Closing and passage of title.

29. **Partial Invalidity.** If any term, covenant or condition of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected.

30. **Township Board of Trustees Approval.** Seller's obligation to consummate the Closing shall be contingent upon the Board of Township Trustees of Columbia Township, Ohio's approval of this Agreement which shall be obtained on or before fifteen (15) days prior to Closing. If Seller fails to satisfy this contingency for the Closing, then this Agreement shall terminate.

*[The remainder of this page was intentionally left blank]*



**WHEREAS**, the parties hereto have executed this Purchase and Sale Agreement as of the day and year set forth beneath each party's respective signature.

**BUYER:**

**J3B, LLC**

an Ohio limited liability company:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**BOARD OF TOWNSHIP TRUSTEES,  
COLUMBIA TOWNSHIP,  
HAMILTON COUNTY, OHIO**

By: \_\_\_\_\_

Melissa Taylor, Township Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Land**

Parcel ID No.: 520-0171-0215-00 **ST**

Situated in Columbia Township, Hamilton County, Ohio, in Section 10, Town 4, Fractional Range 2, Miami Purchase.

Beginning at a point in the northerly line of Murray Road (which 46.5 feet North of the South line of Section 10, measured at right angles thereto) and One Hundred Seventy-Five (175') feet east of the east Line of Plainville Pike;

Thence northwardly at right angles to said section line, a distance of One Hundred Thirty-Eight and Fifteen Hundredths (138.15') feet to a point in the South line of Madison Place Third Subdivision,

Thence eastwardly and parallel to the South line of Section 10, a distance of Forty-Four and Thirty-Nine Hundredths (44.39') feet to a point;

Thence southwardly at right angles to said South section line a distance of 138.15 feet to the north line of Murray Road;

Thence westwardly along the northerly line of Murray Road, a distance of 44.39 feet to the place of beginning.

---

## **EXHIBIT B**

### **Deed Restriction for Property Use**

**This Deed Restriction** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Columbia Township Board of Trustees, hereinafter referred to as "Grantor," and J3B, LLC, an Ohio limited liability company, hereinafter referred to collectively as "Grantee," and pertains to the property located at 6896 Murray Avenue, Cincinnati, Ohio 45227, hereinafter referred to as the "Property."

#### **1. Purpose**

The purpose of this Deed Restriction is to ensure the continued use of the Property as a café, bar, restaurant, deli, or similar establishment that serves food and beverages to the public.

#### **2. Restriction on Use**

The Property shall only be used for the following purposes for a period of ten (10) years from the date of this Deed Restriction:

- Café
- Bar
- Restaurant
- Deli
- Any similar use that primarily involves the sale of food and beverages for on-site consumption.

#### **3. Prohibition on Other Uses**

During the term of this restriction, the Grantee shall not use, nor permit the use of, the Property for any purpose other than those specified above, without the prior written consent of the Grantor. This restriction shall also apply to all future purchasers, lessees, or occupants of the Property.

#### **4. Binding Effect on Future Owners.**

This Deed Restriction shall remain on the Property and shall be binding upon the Grantee, and all subsequent purchasers, transferees, and assigns of the Property. Any conveyance of the Property shall be subject to this Deed Restriction, and future purchasers shall take title subject to these restrictions.

**5. Duration**

This restriction shall remain in full force and effect for a period of ten (10) years from the date of execution of this Deed Restriction, after which it shall automatically terminate unless renewed by mutual agreement in writing.

**6. Enforcement**

The Grantor shall have the right to enforce this Deed Restriction by any legal means available, including but not limited to seeking injunctive relief to prevent any violation.

**7. Binding Effect**

This Deed Restriction shall bind and inure to the benefit of the Grantor, Grantee, and their respective successors, assigns, and heirs.

**IN WITNESS WHEREOF**, the parties hereto have executed this Deed Restriction as of the day and year first above written.

**GRANTOR:**

**BOARD OF TOWNSHIP TRUSTEES,  
COLUMBIA TOWNSHIP,  
HAMILTON COUNTY, OHIO**

By: \_\_\_\_\_  
Melissa Taylor, Township Administrator  
Date: \_\_\_\_\_

**GRANTEE:**

**J3B, LLC**  
an Ohio limited liability company:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OHIO

)

) SS:

COUNTY OF HAMILTON

)

This is an acknowledgment clause. No oath or affirmation was administered to the signer. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Daniel Souder, in his capacity as a Member of J3B, LLC, on Ohio limited liability company, on behalf of the company.

---

Notary Public

STATE OF OHIO

)

) SS:

COUNTY OF HAMILTON

)

This is an acknowledgment clause. No oath or affirmation was administered to the signer. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Melissa Taylor, in her capacity as Township Administrator of the Board of Township Trustees, Columbia Township, Hamilton County, Ohio, on behalf of the board.

---

Notary Public

## **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of January, 2025, by and between Board of Township Trustees, Columbia Township, Hamilton County, Ohio ("Seller"), and J3B, LLC, an Ohio limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Purchase and Sale Agreement dated November 8, 2024 (the "Agreement"), concerning the purchase and sale of that certain premises located at 6896 Murray Avenue, Cincinnati, Ohio 45227, identified as Hamilton County, Ohio Auditor's Parcel ID No. 520-0171-0215-00, as more particularly described in and pursuant to the terms and provisions of the Agreement (the "Property"); and

WHEREAS, Buyer and Seller desire to amend the Agreement as provided herein.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein set forth, the parties hereto hereby stipulate, covenant and agree as follows:

1. Capitalization. All capitalized terms used herein will have the meanings ascribed to those terms in the Agreement, unless otherwise specified herein.
2. Access Easement. Buyer and Seller agree and acknowledge that prior to Closing, Seller will record a permanent access easement substantially in the form attached hereto as **Exhibit A** (the "Access Easement"), for the purpose of allowing public pedestrian ingress and egress across the westernmost portion of the Property as legally described on **Exhibit B** attached hereto and as further depicted on **Exhibit C** attached hereto. Seller and Buyer agree and acknowledge that the Access Easement shall run with the land and be binding on Buyer and its successors and assigns.
3. Inspection Period Waiver; Release of Lien. Pursuant to Section 10 of the Agreement, Buyer has completed its inspections of the Property and waived any further right to inspections, except that as a condition of Closing, Seller shall (a) satisfactorily repair the asphalt sealing in the Property parking lot to address potential water intrusion into the building lower level and parking areas with significant asphalt seal costing wear and degradation, and (b) obtain a payoff statement (or other form of confirmation of release satisfactory to the Title Company) for that certain certificate of judgment in favor of the State of Ohio against Columbia Township filed June 13, 2023, and identified as Hamilton County, Ohio Court of Common Pleas Case Number CJ23016770 (the "Payoff Statement").
4. Closing. Closing shall occur within ten (10) days following Seller's delivery of the Payoff Statement, but no later than January 31, 2025.



3. Counterparts/Transmission. This Amendment may be executed in multiple counterparts, each of which shall constitute an original. Facsimile or electronic transmission of any signed original document, and the retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of the original signed document.

4. Ratification. Except as expressly amended hereby, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

BUYER:

**J3B, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

**GRANTEE:**

**THE BOARD OF TRUSTEES OF  
COLUMBIA TOWNSHIP, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Melissa Taylor, Township Administrator

**Exhibit A**

**Permanent Access Easement Agreement**

Attached.

## PERMANENT ACCESS EASEMENT AGREEMENT

THIS PERMANENT ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by **THE BOARD OF TRUSTEES OF COLUMBIA TOWNSHIP**, an Ohio municipal corporation, whose tax mailing address 5686 Kenwood Road, Cincinnati, Ohio 45227 (the "Grantor"), and **THE BOARD OF TRUSTEES OF COLUMBIA TOWNSHIP**, an Ohio municipal corporation, whose tax mailing address 5686 Kenwood Road, Cincinnati, Ohio 45227 (the "Grantee").

### RECITALS

WHEREAS, Grantor is the fee owner of certain real estate, located at 6896 Murray Avenue, Cincinnati, Ohio 45227, identified as Hamilton County, Ohio Auditor's Parcel ID No. 520-0171-0215-00, and as more particularly described on Exhibit A, attached hereto and incorporated herein (the "Grantor Parcel");

WHEREAS, Grantor desires to reserve an area located on the driveway for public pedestrian access across the westernmost portion of the Grantor Parcel (the "Easement Area"), as more particularly described on Exhibit B and depicted on Exhibit C attached hereto and incorporated herein;

WHEREAS, Grantor is willing to grant to Grantee a permanent easement and right of public pedestrian access across a certain portion of the Grantor Parcel to use, maintain, and repair upon the terms and conditions as hereinafter set forth;

WHEREAS, Grantor desires to grant an easement to Grantee over and across the Access Area for public pedestrian access, construction and maintenance purposes, subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of their mutual rights and obligations, the receipt of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I GRANT OF ACCESS EASEMENT

1.1. Grant of Permanent Maintenance Right of Easement Area. Subject to the terms and conditions hereof, Grantor grants and conveys a non-exclusive, perpetual, public right of access and easement to Grantee for the sole purpose of entering the Grantor Parcel to construct, improve, maintain, repair, replace, and improve the driveway within the Easement Area, as more fully described on Exhibit B and depicted on Exhibit C attached hereto and incorporated herein.

1.3 Grant of Permanent Pedestrian Right of Access and Easement. Subject to the terms and conditions hereof, Grantor grants and conveys a non-exclusive, perpetual, public right of access and easement to Grantee for the sole purpose of allowing public pedestrian ingress and egress across that westernmost portion of the Grantor Parcel to access and use the driveway within the Easement Area, as more fully described on Exhibit B and depicted on Exhibit C attached hereto and incorporated herein.

1.5 Repair Obligations. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing, replacing, and repaving the driveway within the Easement Area. Except for the foregoing, Grantee shall have no other maintenance, repair or replacement obligations, financial or otherwise, and Grantee shall have no responsibility with respect to any other portion of the Grantor Parcel not located within the Easement Area.

1.6 Condition of Easement Area; No Additional Construction. Grantor shall deliver to Grantee, and Grantee shall accept from Grantor the Easement Area, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition as of the Effective Date. Grantor shall not construct, nor shall it permit any building or vertical structures of any kind to be constructed within the Easement Area. Other than the driveway, Grantee shall not construct, nor shall it permit any building structures of any kind to be constructed within the Easement Area.

## ARTICLE II MISCELLANEOUS

2.1 Covenants Running with the Land; Successors and Assigns. This Agreement and covenants herein contained shall run with the land, and shall apply to and be binding upon Grantor, Grantee and their respective successors and assigns.

2.2 Amendments; Termination. This Agreement may be amended, modified or terminated at any time, but only by a written instrument executed by the Parties and recorded in the real estate records of the Hamilton County, Ohio Recorder's Office.

2.3 Governing Law. This Agreement shall be exclusively governed by, construed and enforced under the internal substantive laws of the State of Ohio without reference to or application of such State's choice or law or conflict of laws rules or principles.

2.4 Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

2.5 Authority. Each party hereby covenants and warrants to the other that it has full power and authority and the legal right to execute and perform this Agreement.

2.6 No Merger. There shall be no merger of the easement rights hereby created with the fee estate in the Grantor Parcel or any part thereof if the same person acquires or holds, directly or indirectly, this Agreement or any interest in this Agreement and the fee estate in the Grantor Parcel or any interest in such fee estate.

2.7 Recitals. The facts and intentions set forth in the recitals set forth above are acknowledged to be true and correct and are incorporated herein by reference.

2.8 Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

**Exhibit A**: Legal Description of the Grantor Parcel

**Exhibit B**: Legal Description of Access Easement Area

**Exhibit C**: Depiction of Access Easement Area

*[Signature pages to follow.]*



IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the day and year first above written.

**GRANTOR:**

**THE BOARD OF TRUSTEES OF  
COLUMBIA TOWNSHIP, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Melissa Taylor, Township Administrator

STATE OF OHIO            )  
                                      ) SS:  
COUNTY OF HAMILTON )

This Agreement was signed, acknowledged and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Melissa Taylor, Township Administrator of THE BOARD OF TRUSTEES OF COLUMBIA TOWNSHIP, OHIO, an Ohio municipal corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**GRANTEE:**

**THE BOARD OF TRUSTEES OF  
COLUMBIA TOWNSHIP, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Melissa Taylor, Township Administrator

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

This Agreement was signed, acknowledged and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Melissa Taylor, Township Administrator of THE BOARD OF TRUSTEES OF COLUMBIA TOWNSHIP, OHIO, an Ohio municipal corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

This instrument prepared by:

R. Betsy Emmert, Esq.  
Dinsmore & Shohl LLP  
255 E. Fifth Street, Suite 1900  
Cincinnati, Ohio 45202  
(513) 977-8200

**Exhibit A**

**Legal Description of the Grantor Parcel**

Parcel ID No.: 520-0171-0215-00 **ST**

Situated in Columbia Township, Hamilton County, Ohio, in Section 10, Town 4, Fractional Range 2, Miami Purchase.

Beginning at a point in the northerly line of Murray Road (which 46.5 feet North of the South line of Section 10, measured at right angles thereto) and One Hundred Seventy-Five (175') feet east of the east Line of Plainville Pike;

Thence northwardly at right angles to said section line, a-distance of One Hundred Thirty-Eight and Fifteen Hundredths (138.15') feet to a point in the South line of Madison Place Third Subdivision,

Thence eastwardly and parallel to the South line of Section 10, a distance of Forty-Four and Thirty-Nine Hundredths (44.39') feet to a point;

Thence southwardly at right angles to said South section line a distance of 138.15 feet to the north line of Murray Road;

Thence westwardly along the northerly line of Murray Road, a distance of 44.39 feet to the place of beginning.

## **Exhibit B**

### **Legal Description of Access Easement Area**

Situated in Section 10, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, Hamilton County, Ohio

And being more particularly described as follows:

Commencing at the intersection of the east Right-of-Way Line of Plainville Road (Having a 60.00 foot Right-of-Way) and the north Right-of-Way line of Murray Avenue (Right-of-Way Varies), said northerly Right-of-Way line of Murray Avenue being 46.5 feet north of the southerly line of Section 10;

Thence, in and along the northerly Right-of-Way line of said Murray Avenue, South  $83^{\circ}46'06''$  East a distance of 175.00 feet to the Real Point-of-Beginning for this description;

Thence, leaving the northerly Right-of-Way line of said Murray Avenue, in and along the easterly line of a tract now or formerly owned by Highton Terrace Holdings LTD. as recorded in O.R. 14682, Page 1363 of the Hamilton County Recorder's Office, North  $06^{\circ}13'54''$  East a distance of 138.15 feet to a point;

Thence, leaving the easterly line of said Highton Terrace Holdings LTD. tract, in and along the southerly line of a tract now or formerly owned by Holly & Jacob Krismanick as recorded in O.R. 14390, Page 2869 of the Hamilton County Recorder's Office, South  $83^{\circ}46'06''$  East a distance of 5.00 feet to a point;

Thence, leaving the southerly line of said Holly & Jacob Krismanick tract, in and across a tract now or formerly owned by the Columbia Township Board of Trustees as recorded in O.R. 14722, Page 1547 of the Hamilton County Recorder's Office, South  $06^{\circ}13'54''$  West a distance of 138.15 feet to a point;

Thence, in and along the northerly Right-of-Way Line of said Murray Avenue, North  $83^{\circ}46'06''$  West a distance of 5.00 feet to the Real Point-of-Beginning for this description;

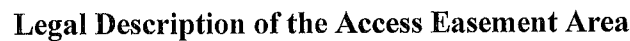
Containing in all 0.0159 acres more or less and being subject to any and all legal highways and easements of record.

Being part of the tract conveyed to Columbia Township Board of Trustees as recorded in O.R. 14722, Page 1547 of the Hamilton County Recorder's Office.

Basis of bearings is Ohio State Plane Coordinate System -- South Zone (3402), NAD 83.

This legal description is based on a survey performed by Cardinal Engineering & Land Surveying on July 23, 2024, under the direct supervision of Justin A. Bischof, Ohio Registered Surveyor No. 8596.

### Depiction of Access Easement Area



And being more particularly described as follows:

Commencing at the intersection of the east Right-of-Way Line of Plainville Road (Having a 60.00 foot Right-of-Way) and the north Right-of-Way line of Murray Avenue (Right-of-Way Varies), said northerly Right-of-Way line of Murray Avenue being 46.5 feet north of the southerly line of Section 10;

Thence, in and along the northerly Right-of-Way line of said Murray Avenue, South  $83^{\circ}46'06''$  East a distance of 175.00 feet to the Real Point-of-Beginning for this description;

Thence, leaving the northerly Right-of-Way line of said Murray Avenue, in and along the easterly line of a tract now or formerly owned by Highton Terrace Holdings LTD. as recorded in O.R. 14682, Page 1363 of the Hamilton County Recorder's Office, North  $06^{\circ}13'54''$  East a distance of 138.15 feet to a point;

Thence, leaving the easterly line of said Highton Terrace Holdings LTD. tract, in and along the southerly line of a tract now or formerly owned by Holly & Jacob Krismanick as recorded in O.R. 14390, Page 2869 of the Hamilton County Recorder's Office, South  $83^{\circ}46'06''$  East a distance of 5.00 feet to a point;

Thence, leaving the southerly line of said Holly & Jacob Krismanick tract, in and across a tract now or formerly owned by the Columbia Township Board of Trustees as recorded in O.R. 14722, Page 1547 of the Hamilton County Recorder's Office, South  $06^{\circ}13'54''$  West a distance of 138.15 feet to a point;

Thence, in and along the northerly Right-of-Way Line of said Murray Avenue, North  $83^{\circ}46'06''$  West a distance of 5.00 feet to the Real Point-of-Beginning for this description;

Containing in all 0.0159 acres more or less and being subject to any and all legal highways and easements of record.

Being part of the tract conveyed to Columbia Township Board of Trustees as recorded in O.R. 14722, Page 1547 of the Hamilton County Recorder's Office.

Basis of bearings is Ohio State Plane Coordinate System – South Zone (3402), NAD 83.

This legal description is based on a survey performed by Cardinal Engineering & Land Surveying on July 23, 2024, under the direct supervision of Justin A. Bischof, Ohio Registered Surveyor No. 8596.

# Exhibit C

## Depiction of Access Easement Area

